



Price Agreement Amendment

Page 1 of 1
Printed: 7/2/2003

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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LEXIS-NEXIS
9443 SPRINGBORO PIKE
MIAMISBURG OH 45342

RESEARCH SVSC ONLINE, LEGAL

Amendment Date: 07/01/2003

Original Award Date: 07/01/2000

Buyer: ROCHE, LINDA P

Phone #: (401) 222 - 2142 ext. 118

FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

3

Award Number

68M00211378

Effective Period:

07/01/2000 - 06/30/2004

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #3

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-280	2444
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #3 CHANGE TO PURCHASE ORDER 68M00211378 DATED 7/1/00. THE EFFECTIVE PERIOD HAS BEEN EXTENDED TO 6/30/04.				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us.

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



Price Agreement Amendment

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Printed: 5/28/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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LEXIS-NEXIS
9443 SPRINGBORO PIKE
MIAMISBURG OH 45342

RESEARCH SVSC ONLINE, LEGAL

Amendment Date: 05/28/2002
Original Award Date: 07/01/2000
Buyer: ROCHE, LINDA P
Phone #: (401) 222 - 2142 ext. 118
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

2

Award Number

68M00211378

Effective Period:

07/01/2000 - 06/30/2003

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #2

Department				Bid Number	C/O Req #
ADMINISTRATION		MPA-280		2444	
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #2 CHANGE TO PO #68M00211378 DATED 7/1/00. EFFECTIVE PERIOD HAS BEEN MODIFIED. FROM: 7/1/00 - 6/30/02 TO: 7/1/00 - 6/30/03				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PRICE AGREEMENT AMENDMENT**

EFFECTIVE DATE OF AMENDMENT: 7/1/01

MPA #280-1-2444

APA#

AMENDMENT NUMBER: 1

CURRENT AGREEMENT PERIOD: 7/1/00 – 6/30/01

**COMMODITY/SERVICE DESCRIPTION: RESEARCH SERVICES, ONLINE, LEGAL, LAW
ENFORCEMENT, REVENUE**

BUYER: LINDA ROCHE/act

Telephone No. (401) 222-2142 ext. 118

**APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan
Administrator, Purchasing Systems**

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
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ALL VENDORS

This is a notice of award amendment, not an order. The Price Agreement named above is hereby amended and/or modified as follows:

[X] The agreement period has been modified

FROM: 7/1/00 to 6/30/01

TO: 7/1/00 to 6/30/02

[] The list of items covered and/or pricing for the items covered by the agreement has been modified.
The items and/or prices authorized as of the date of the issuance of this amendment are as reflected in Attachment A – Pricing, attached hereto.

[] Other.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Master Price Agreement – MPA #280-1-2444

Agency Price Agreement - APA#

COMMODITY/SERVICE DESCRIPTION: RESEARCH SERVICES, ONLINE, LEGAL, LAW ENFORCEMENT,
REVENUE

DATE ISSUED: 7/1/00

AGREEMENT PERIOD: 7/1/00 – 6/30/01

BUYER: LINDA ROCHE/act

Telephone No. (401) 222-2142 ext. 118

APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan
Administrator, Purchasing Systems

This is a notice of award, not an order. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under **AUTHORIZATION AND RELEASE**

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
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280-1-2444-1	521-47-1842 LEXIS-NEXIS 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342	TERMS: NET 30
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CONTACT PERSON: NISHA FALCIGNO
TELEPHONE #: 203-795-0703
E-MAIL: nisha.falcigno@lexis-nexis.com

280-1-2444-2	411-42-6973 WEST GROUP 610 OPPERMAN DRIVE EAGAN, MN 55123	TERMS: NET 30
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CONTACT PERSON: FRED WHELAN
TELEPHONE #: 800-328-9378 EXT. 73792
E-MAIL: frederick.whelan@westgroup.com

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Master Price Agreement – MPA #280-1-2444

Agency Price Agreement - APA#

ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in GSA Contracts, (2) the General Terms and Conditions of Contracts for the State of Rhode Island (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island AND (4) any Special Instructions or Provisions contained herein. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies (or political subdivisions of the State) during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

If this is a Master Price Agreement (MPA), Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under **AGREEMENT PERIOD** unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

INSURANCE - If this is an Agency Price Agreement (APA), annual renewal insurance certificates for Workers' Compensation, Public Liability, Property Damage Insurance, Auto Insurance, etc., must be submitted to the specific agency identified in the "Bill To" section of this agreement. If this is a Master Price Agreement (MPA), send to the appropriate Buyer at the address named below for submitting reports. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve-month period of this contract. Failure to provide annual insurance certification may be grounds for cancellation.

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data:

- ☐ Items listed in Attachment A – Pricing, which have had no release activity during the period,
- ☐ Billing volume, in total, by month,
- ☐ Shipment quantity during the quarter, by major classification (as identified by Attachment A - Pricing),
- ☒ Shipment quantity during the quarter, by item (as identified by Attachment A - Pricing),
- ☐ Shipment quantity during the quarter, by billing address (as identified by Attachment A - Pricing),
- ☐ Other.

Required documents must be submitted to the BUYER named in this notice at the address below.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Master Price Agreement – MPA #280-1-2444

Agency Price Agreement - APA#

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement Number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing.

A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes.

DELIVERY - If this is a Master Price Agreement (MPA), vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will ship to the following address:

PRICING - All pricing shall be as described in Attachment A - Pricing, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Attachment A.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing. Invoices for items not received or for work not yet performed will not be honored.

If this is a Master Price Agreement (MPA), vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will send invoices to the following address:

SPECIAL TERMS/INSTRUCTIONS/REQUIREMENTS

N/A

**LEXIS-NEXIS
PRICING FOR THE STATE OF RHODE ISLAND**

**CONTACT
LEXIS-NEXIS**

**NISHA A. FALCIGNO, ESQ
203-795-0703**

**AGENCIES SHOULD REQUEST PROMOTIONAL
PRICING AND QUOTATIONS.**

A price quote from Lexis-Nexis must accompany an agency miscellaneous encumbrance form to be forwarded to the Controllers Office

For 26 years, the LEXIS-NEXIS Group has been a trusted source of archival information to help legal, business and government professionals collect, manage and use information more productively. But today, we offer much more. This is the LEXIS-NEXIS Group, Reed Elsevier, our parent company, our leading brands, and how we provide our premier services to the markets we serve.

LEXIS-NEXIS Group is owned by Reed Elsevier, one of the world's largest publishing and information providers in print and electronic form for the scientific, professional and business areas. Reed Elsevier is headquartered in London, has 27,000 employees and 1998 revenues of \$5 billion. The company bought the LEXIS-NEXIS Group from Mead Corporation in 1994 for \$1.5 billion.

Our mission is to be the preferred provider of decision support information and services to professionals in the legal, business and government markets. By decision support information and services, we mean information that customers need to make crucial decisions. That information might be the latest legal citation on a principle of law or a full-text newspaper or magazine article about a competitor's new product line. In most cases, the information from the databases is received by customers in customized products like legal tools, electronic forms and fraud investigation products.

LEXIS-NEXIS Group products and services carry with them the guarantee of access to information from authoritative sources, enriched with valuable enhancements -- such as indexing, linkages and segmentation -- from the company that invented electronic information research.

The LEXIS-NEXIS service provides access to thousands of legal documents, worldwide newspapers, magazines, trade journals, industry newsletters, tax and accounting information, financial data, public records, legislative records, and data on companies and their executives. This makes it an indispensable tool for gathering information and providing accurate answers.

Our 1.8 million customers represent a wide spectrum shown here. (Nearly all Fortune 500 companies; corporate libraries; print and broadcast news media; all major federal agencies; all federal courts; CPA firms; law firm attorneys nationwide; solo and small firm practitioners; all of the AmLaw top 100 law firms.)

We provide decision support and information services to customers in four forms: books, compact disc and through our various database services that reach customers quickly through our online dialup or web-based access. The company's online dialup service using LEXIS-NEXIS Group proprietary software has been the backbone in providing real-time information to customers for more than two decades.

However, we have been aggressively migrating our business to the World Wide Web. More and more LEXIS-NEXIS Group products now are accessed through popular Web browsers. We view this migration to the Web as a positive and

necessary step in serving larger markets in the way they prefer to receive information. Customers can use the convenience of the World Wide Web, but obtain information from the LEXIS-NEXIS Group database that they can be assured is legitimate, accurate and timely.

Here's how the system works, whether using the dialup or Web-based systems. If a customer wants information on a company's quarterly financials, he or she would use LEXIS-NEXIS Group proprietary software or access one of our services like LEXIS®-NEXIS® Universe on the World Wide Web. The customer enters a search word or term and LEXIS-NEXIS returns one or more answer sets in seconds. Searches can be broadly defined or narrowed by date, publication, author and other parameters.

In a similar way, a legal client can access a product such as the [lexis.com](http://www.lexis.com)SM Research System to determine the validity of a specific case citation being used to prepare a court case.

The LEXIS-NEXIS Group is comprised of ten business units and companies, eight of whom operate within LEXIS Publishing or NEXIS. The company began as the Data Corporation in 1966 and was purchased by Mead in 1968. Mead operated the company as Mead Data Central until the Reed Elsevier purchase.

We are headquartered in Dayton, Ohio and employ more than 8,000 people in 50 U.S. cities and around the world, including Amsterdam, London, Frankfurt, Paris, Singapore, Hong Kong, Sydney and Toronto. We serve customers in more than 60 countries.

LEXIS-NEXIS Group revenues were \$1.23 billion in 1998.

The LEXIS service, the first commercial, full-text legal information service, began in 1973 to help legal practitioners research the law more efficiently. The legal market, which has consolidated in recent years, is now \$3.5 billion and growing annually five to six percent. Five associate brands (LEXIS®-NEXIS® services, Martindale-Hubbell®, Matthew Bender®, MICHIE™ and SHEPARD'S®) form our LEXIS Publishing organization and brand. LEXIS Publishing delivers access to continuously updated archives of state and federal case law, statutes and regulations, in addition to specialized libraries covering all major fields of practice.

We formed LEXIS Publishing in July 1999 with our leading U.S. legal brands. It was created in direct response to the intensified demands of the legal marketplace after research involving 6,000 members of the legal community. The LEXIS Publishing umbrella brand combines the rich intellectual property, innovative technology and deep editorial expertise of its five associate brands to help lawyers succeed in the increasingly complex and ever-changing practice of law.

In fulfilling that task, the organization provides legal research materials and information products for legal professionals in small and large law firms, solo practitioners, law schools and the judiciary.

LEXIS Publishing leverages the exclusive mix of its brands in the **lexis.comsm** research system to redefine the legal research process. The first phase of the system, made available through a completely redesigned web interface in August 1999, integrates superior new tools for finding, analyzing and validating information for legal professionals to bring new efficiency and unparalleled results to research efforts.

NEXIS is the leader in the \$1.4 billion market it serves which is growing eight to ten percent a year. The unit is comprised of the NEXIS® news and business information service and Congressional Information Service Inc. The NEXIS division provides decision-support information and services to professionals in the business and government markets. Customers include information professionals, corporate and government attorneys, chief information officers, corporate strategists as well as professionals in competitive intelligence, marketing, fraud detection, public relations, finance and other corporate functions.

The NEXIS service became available in 1979. As early as 1994, customers had access to web-based information, but in late 1998 LEXIS®-NEXIS® Universe premiered.

Universe is the NEXIS unit's first, fully-integrated Web-based product designed especially for business. Decision makers use the information available through Universe to stay current, gain insights and maintain a competitive edge. In addition to the business and information services market, LEXIS-NEXIS Group leads the industry in providing public records information to a variety of professionals in the legal, business and government markets. LEXIS-NEXIS Group information products have a strong presence in the government market. This service began in the early days of the company when federal government agencies began using our products.

Today, LEXIS-NEXIS Group remains the largest provider of electronic data to the federal government. We offer an array of information products such as these to federal and state government agencies, U.S. intelligence agencies, state and local law enforcement, state and local attorneys general and local prosecutor offices and legislative branches at all three levels.

Most of our services are provided by the last two through the LEXIS-NEXIS Group Computing Complex on the Dayton Campus. It's one of the largest of its kind in the United States consisting of networked computer servers, software and telecommunications equipment that are the backbone for the wide range of LEXIS®-NEXIS® brand products and services.

The numbers associated with the Computing Complex, or Data Center as it's usually called, are quite impressive.

- The Data Center has more than 10,000 databases containing almost 19,000 news and business and 6,000 legal sources of information.
- There are 2.5 billion searchable documents in the databases containing 2 trillion characters – all online.
- We add 14.7 million searchable documents to the databases each week.
- Our 1.8 million customers conduct an average of 400,000 information searches a day.
- When a customer submits an online search request, an answer set usually is returned within six to 10 seconds.
- When customers use LEXIS-NEXIS they get online services averaging greater than 99.99 percent availability and 99.83 percent reliability.

Supporting this tremendous computing effort in the Data Center are nine large mainframe servers running 22 multiple virtual server operating systems. In addition, more than 300 mid-range UNIX servers and 400 multiprocessor NT servers provide a wide variety of computing services.

LEXIS-NEXIS Group has developed an extensive telecommunications network to serve its customers and to support our extensive data-collection requirements. High-speed lines, modems and multiplexors, firewalls, bridges and routers provide an amazing amount of connectivity. Communications options provide customers with tremendous flexibility, security and cost-effective communications choices. A number of popular system access options are supported, including the Internet, private telecommunications services and other online network services such as CompuServe.

Our operations are 24 hours a day, 365 days a year to provide customers around the world with near instant access to important information they need to conduct business.

One of the LEXIS-NEXIS Group values is that "People are our greatest asset." Underlying the success of our business are highly skilled and educated employees. We employ people in a many skills. Here are just a few of them: numerous practicing attorneys and attorneys who work in product analysis and customer service; software engineers, telecommunications experts, people in marketing, sales, customer service, finance, human resources, public relations, information services and data editing. Their academic backgrounds range up to the Ph.D. level.

LEXIS-NEXIS Group people are creative and competitive. They reflect the company's culture and values, another of which is "Innovation is our heritage and our future." That's as true today as it was when the company first formed. Through innovation we intend to be the preferred provider of decision support information and services to professionals in our markets.

Pricing Options

- **Plan A - State and Local Government Time-Based Pricing Plan:** is an hourly pricing plan providing lower rates than the commercial rates available from Lexis-Nexis. However, this Plan is not available to the Courts;
- **Plan B - Monthly Per User/Per Professional Pricing Plan:** is based upon unlimited usage for a fixed monthly fee. The fee structure shall be determined by the total number of log-on Password ID's issued under the master agreement;
- **Plan C - Per Search Pricing**
- **Plan D - Three - Month Introductory Trial Plan:** is based upon a low, introductory flat rate for a three-month trial period only. This plan is time-limited and may only be used by those Subscribing Units which do not have prior experience with computer-based research services and need to determine which Plan may be most beneficial and economical for them

Plan A - State and Local Government Time-Based Unlimited Hourly Pricing
RHODE ISLAND 2000 PRICE SUMMARY
For State and Local Time-Based Government Customers

This summarizes State and Local government prices effective January 1, 2000, for government customers under time-based pricing. Database charges include Connect and Network Time charges. For a detailed list containing each individual file price, refer to the Online Price Schedule by using ID number KQVPHZF.

All Private Database Services files ² and The Hot Topics files	\$115.00
Most LEXIS individual files	\$205.00
Large LEXIS group files	\$340.00
LEXIS MEGA™ files and most LEXPAT® files	\$425.00
Most NEXIS individual files	\$150.00
NEXIS publications, abstracts or added-value files	\$205.00
Small NEWS group files	\$235.00
Large NEWS group files	\$340.00
The NEWS/ALLNWS (OMNI) file	\$365.00
Most individual files	\$320.00
Large Group files (including P-FIND files)	\$535.00
MEGA State Public Records files	\$660.00
All crossed-filed materials keep the rates from their original library.	
The LEXSEE® feature (including cases requested from a SHEPARD'S® display).	\$3.25/cite
The LEXSTAT® feature	\$3.25/cite
The Auto-Cite® service and SHEPARD'S® Citations Service, including cites verified via Check-Cite™ software	\$2.25/cite
Legal Information	\$3.00/document or \$.50/page
NEWS information	\$2.50/document
Public Records	\$1.00/document
Predicasts materials	\$4.00/document
SEC filings	\$12.00/document or \$2.00/page *
Investext® reports	\$45.00/document or \$7.00/page *
* Per page charges apply only to documents with electronic pagination.	
Connect Time and Network Time charges \$40.00 per hour apply. ³	

Daily	\$11.0
Business Day (M-F)	\$14.0
Weekly	\$17.0

Monthly	\$21.0
Standard ECLIPSE reports are printed automatically on an offline printer. All ECLIPSE printing will incur applicable print charges. Paperless ECLIPSE results may be viewed online at the applicable connect time charges for the file(s) in which the search is executed.	
An Access Charge applies to the display or printing of CHI Research, Inc. materials as follows:	
Assignee Name Documents	
All Format	No Charge
Company Profiles	
CITE format	No Charge
All Other formats	\$33.0
Product Group Tables	
CTE formats	No Charge
All other formats	\$67.0
There is a \$3.00 charge for each patent image retrieved in the LEXPAT and PATENT libraries.	
Per location	
	\$75.0
Maximum charge per agency	\$150.00
Individual agencies are eligible for volume discounts. The discount is calculated monthly and based upon the average Information Charges used in a prior three-month period, beginning four months before the date of the discount.	
From \$0 up to \$15,000.00	0%
Over \$15,000.00 up to \$30,000.00	2%
Over \$30,000.00 up to \$60,000.00	4%
Over \$60,000.00 up to \$90,000.00	8%
Over \$90,000.00 up to \$120,000.00	12%
Over \$120,000.00	15%
Discounts are based on the aggregate Information Charges of all state and local agencies (except courts) within a single state on the time-based pricing plan.	
Files in the PRACT®, TERMS and GUIDE libraries and GUIDE files in any LEXIS or NEXIS library are available at no charge.	
The HDLINE file in the BNA Library; the COLIST file in the COMPNY library; the FTCAID file in the FEDTAX and TAXRIA libraries; the HIDREF file in the GENMED library; the PTSTHS and PCOTHS files in the MARKET library; the FORREL file in the INTLAW and ITRADE libraries; the LEGAL, NEWS and WWBUS files in the Easy Search™ (EASY) library; and use of Help features are available for Print Charges only.	
The Online Price Schedule provides a complete list of the libraries and files available and their corresponding state and local time-based prices. There is no charge for browsing or printing the Online Price Schedule. To view, sign onto the LEXIS service as you normally would. Instead of using your identification number, use KQVPHZF.	

Customer Service is available virtually 24 hours a day, 365 days a year. Staffed with attorneys, paralegals, business, financial and information professionals, Customer Service is uniquely qualified to help you conduct your online research.

¹ Database charges include \$26.00 Connect Charge and \$14.00 Network Charge and apply to database access at either 1200, 2400 or 9600 baud.

² Database build and storage costs are separately priced.

³ There is a \$15.00 handling charge for requests printed at the LEXIS-NEXIS communications center in Dayton, Ohio.

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Other products or services may be trademarks or registered trademarks of their respective companies.

**Plan B - Monthly Per User/Per Professional Pricing
Lexis/Nexis Flat Rate Proposal**

1-50	\$39.00	\$49.00	\$54.0	\$59.0	\$113.00

51-250	\$37.00	\$47.00	\$51.0	\$56.0	\$107.00
251-500	\$34.00	\$42.00	\$45.0	\$49.0	\$94.00
501-1000	\$32.00	\$39.00	\$41.0	\$45.0	\$86.00
1001-2000	\$30.00	\$36.00	\$38.0	\$41.0	\$79.00

The monthly subscription amount includes the following:

1. All use, connect, network, print and saving to disk charges for State and Federal Legal Materials.
2. ECLIPSE reports
3. LEXSEE, LEXSTAT, Auto-Cite Service and Shepard's Citation Service
4. Subscription fee
5. Training

All prices are per professional, per month.

Plan D - Three Month Introductory Trial Pricing \$1,000/month

The Three - Month Trial program is designed to determine a potential customer's optimal use levels and product preferences. This program will be limited to new customers with no prior historical usage of the Online Services. For a period of three months, each user will pay \$1,000 per month. The trial program option offers a full service menu and includes all citators, printing and download charges, network time and connect charges. No additional charges will be incurred.

GENERAL TERMS AND CONDITIONS FOR USE OF THE LEXIS-NEXIS SERVICES Effective April 1, 1996



The following terms and conditions govern your use of the LEXIS-NEXIS services (the "Online Services") and the materials available therein ("Materials"):

1. LICENSE; RESTRICTIONS ON USE

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use for research purposes the Online Services and Materials from time to time made available to you. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject to the Supplemental Terms for Specific Materials;

(b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states or territories (collectively, "Authorized Legal Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

(d) With respect to Materials that are United States patents ("Authorized Patent Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of not more than 200 patents at any one time; and

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